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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MONTANA

In re	
ROSALYN KAY WISELEY,	Case No. 9:23-bk-90149-BPH
Debtor.	
ROSALYN KAY WISELEY,	Adv. No. 9:24-ap-09001-BPH
Plaintiff,	
v.	
UNITED STATES. DEPARTMENT OF EDUCATION; AND MAXIMUS EDUCATION, LLC, D/B/A AIDVANTAGE,	
Defendants.	

**STIPULATION TO SETTLE AND DISMISS ADVERSARY
PROCEEDING AND MOTION FOR APPROVAL**

Plaintiff Rosalyn Kay Wiseley, and Defendant, United States of America Department of Education (“Education”), through counsel, hereby stipulate and agree to settle the instant adversary proceeding on the following terms and request the Court approve this Stipulation.

1. From 2001 through 2015, Plaintiff borrowed her outstanding student loans through six separate direct loans from Education. Plaintiff signed a promissory note in favor of Education promising to repay all borrowed amounts to Education with interest.

2. Plaintiff brought this adversary proceeding on January 9, 2024, seeking discharge of the full amount due as an undue hardship under 11 U.S.C. § 523(a)(8). The Court stayed this proceeding beginning February 13, 2024 (ECF No. 14), to allow the parties to engage in informal discovery and explore potential settlement opportunities. The current stay expires January 15, 2025 (ECF No. 23).

3. As of December 1, 2024, Plaintiff owes Education \$97,905.60 for payment of her student loans, including \$77,945.34 in principal and \$19,960.26 in accrued interest.

4. Education disputes the validity of all Plaintiff's claims, but believes settlement of the claims is in the best interests of both parties.

5. After engaging in said informal discovery and settlement negotiations, the parties have agreed a settlement is in their best interests and enter into this Stipulation to settle their respective claims.

6. The parties agree that this Stipulation settles any and all claims Plaintiff has and may have against Education, whether or not such claims are pleaded or known.

7. Payment Terms. Education and Plaintiff agree that Plaintiff will repay this debt on the following terms:

- a. Education agrees to reduce Plaintiff's debt to the total outstanding balance of \$64,000, which shall accrue interest at the rate of 0%;
- b. Plaintiff shall commence voluntary payments to Education of \$300 per month or more;
- c. Plaintiff shall continue payments at \$300 per month or more until such time as enrollment in an income-based repayment program becomes available and approved by Plaintiff's servicer. Upon enrollment in any such program, Plaintiff's payment obligations under this Stipulation will revert to obligations under a valid repayment program with Education.

8. This Stipulation does not affect Plaintiff's eligibility for any current or future administrative remedies, programs, or relief.

9. This Stipulation will have no force or effect on any party unless and until it is approved by the Bankruptcy Court.

10. This Stipulation contains the entire agreement between the parties.

11. The parties move the Court for approval of this Stipulation because it is fair and equitable and in the best interest of both parties.

12. Upon Court approval and pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii) and Fed. R. Bankr. P. 7041, Plaintiff's claims against Education shall be dismissed with prejudice as fully compromised and settled on the merits pursuant to the terms of this Stipulation, with each party to bear its own costs and expenses.

Accordingly, the parties request the Court enter its order approving the Stipulation which orders the parties to perform its terms and dismisses the case with prejudice.

DATED: December 17, 2024.

/s/ Rosalyn Wisely
Rosalynn Wiseley, Plaintiff

DATED: December 17, 2024.

GERANIOS LAW, PLLC

/s/ Nik Geranios
Nik Geranios
Counsel for Plaintiff

DATED: December 31, 2024.

U.S. DEPARTMENT OF EDUCATION

/s/ Chad Keller
Chad Keller
Supervisory Management & Program Analyst

DATED: December 31, 2024.

JESSE A. LASLOVICH
United States Attorney

/s/ Lynsey Ross
Lynsey Ross
Assistant U.S. Attorney
Attorney for the United States